

~~pre-ordering, ordering, provisioning, maintenance/repair, and billing of resold services, unbundled network elements ("UNEs") that meet the requirements of 47 U.S.C. § 251(c)(3), and UNEs or UNE combinations that are required by this Appendix. SBC/Ameritech shall deploy these same interfaces in Connecticut within 30 months of the Merger Closing Date (assuming the duration of Phase 2 described below is no longer than 1 month).~~

~~10. Within 24 months after the Merger Closing Date (assuming the duration of Phase 2 described below is no longer than 1 month), SBC/Ameritech shall develop and deploy in the SBC/Ameritech States, except for Connecticut, uniform graphical user interfaces for OSS (e.g., like SBC's toolbar interface) that support the pre-ordering, ordering, provisioning, maintenance/repair, and billing for resold services, UNEs that meet the requirements of 47 U.S.C. § 251(c)(3), and UNEs or UNE combinations that are required by this Appendix. SBC/Ameritech shall deploy these same interfaces in Connecticut within 30 months of the Merger Closing Date (assuming the duration of Phase 2 described below is no longer than 1 month).~~

~~11. Milestones applicable to the development and deployment of uniform application-to-application interfaces and graphical user interfaces are as follows.~~

~~a. Phase 1 SBC/Ameritech shall complete a publicly available Plan of Record (which shall consist of an overall assessment of SBC's and Ameritech's existing OSS interfaces, business processes and rules, hardware capabilities, data capabilities, and differences, and SBC/Ameritech's plan for developing and deploying uniform application-to-application interfaces and graphical user interfaces for OSS). The target date for completion of Phase 1 is 5 months after the Merger Closing Date. No later than 3 business days after the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date.~~

~~b. Phase 2 SBC/Ameritech shall work collaboratively with CLECs operating in the SBC/Ameritech States, in a single workshop, to obtain written agreement on OSS interfaces, enhancements, business requirements identified in the Plan of Record, and a change management process, including a 12 month forward-looking view of process changes and deployment schedule. The target date for completion of Phase 2 is 1 month after completion of Phase 1. Successful completion of Phase 2 is dependent upon the full cooperation of the CLECs in consummating a written agreement with SBC/Ameritech on the work to be done. The FCC Staff shall try to assist and encourage the parties to reach a written agreement. If SBC/Ameritech and all of the CLECs participating in the workshop reach a written agreement within one month after the start of Phase 2, SBC/Ameritech shall file a copy of that agreement with the Chief of the Common Carrier Bureau and proceed with Phase 3. If SBC/Ameritech and all of the CLECs participating in the workshop cannot reach a written agreement within 1 month after the start of Phase 2, SBC/Ameritech shall notify the Chief of the Common Carrier Bureau, and submit to the Chief of the Common Carrier Bureau a copy of SBC/Ameritech's plan for development and deployment of uniform application-to-application and graphical user interfaces for OSS and a list of the remaining unresolved issues in dispute. The Chief of the Common Carrier Bureau shall issue an order either (a) directing SBC/Ameritech to implement~~

~~SBC/Ameritech's plan for development and deployment of uniform application-to-application and graphical user interfaces for OSS, or (b) authorizing SBC/Ameritech and the CLEC(s) to submit the remaining unresolved issues in dispute to consolidated binding arbitration. No CLEC(s) shall have the right to submit the remaining unresolved issues in dispute to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. No work shall begin in Phase 3 until (a) SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to implement the plan for development and deployment of uniform application-to-application and graphical user interfaces for OSS as submitted by SBC/Ameritech, or (b) SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to arbitrate the remaining unresolved issues in dispute and SBC/Ameritech receives the arbitrator's decision. Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of three firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration, and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration.~~

~~c. Phase 3 SBC/Ameritech shall develop and deploy, on a phased-in approach, the system interfaces, enhancements, and business requirements consistent with the written agreement obtained in Phase 2. To the extent that SBC/Ameritech has completed negotiation of a uniform change management process in accordance with Paragraph 15, SBC/Ameritech shall follow that uniform change management process in Phase 3. The target date for completion of Phase 3 is 18 months after completion of Phase 2, with the exception of Connecticut where the target date shall be 24 months after completion of Phase 2. The target dates in Phase 3 shall begin to run after the completion of the written agreement in Phase 2, or the effective date of a final decision by the arbitrator in Phase 2, whichever is later. Within 3 business days after the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date. If one or more CLECs contend that SBC/Ameritech has not developed and deployed the system interfaces, enhancements, and business requirements consistent with the written agreement obtained in Phase 2, or has not complied with the arbitrator's decision received in Phase 2, they may notify the Chief of the Common Carrier Bureau and request consolidated binding arbitration. Thereafter, the Chief of the Common Carrier Bureau may issue an order authorizing SBC/Ameritech and the CLEC(s) to submit to consolidated binding arbitration, if the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration; and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration. Voluntary payments of \$100,000 per business day for a failure to meet the target date shall only be paid with respect to the period following the date on which (i) SBC/Ameritech acknowledges such a failure, or (ii) the arbitrator issues a final decision that~~

~~SBC/Ameritech has not developed and deployed the system interfaces, enhancements, and business requirements consistent with the written agreement obtained in Phase 2, or has not complied with the arbitrator's decision received in Phase 2. The total of such voluntary payments shall not exceed \$10,000,000 unless the Commission determines that SBC/Ameritech's failure to meet the target date was the result of SBC/Ameritech's willful misconduct.~~

~~12. For a period of 30 months after the Merger Closing Date, SBC/Ameritech shall offer to develop in the SBC/Ameritech States, direct access to SBC's SORD system and to Ameritech's and SNET's equivalent service order processing system for resold services, UNEs that meet the requirements of 47 U.S.C. § 251(c)(3), and UNEs or UNE combinations that are required by this Appendix; provided, however, that a CLEC requesting such direct access enters into a written contract wherein SBC/Ameritech and the CLEC agree to (i) the precise nature of the SORD (or Ameritech or SNET equivalent service order processing system) functions that shall be provided by SBC/Ameritech, (ii) a timetable for deployment of direct access to such functions; and (iii) a timetable for delivery of training on how to use such functions. If more than one CLEC requests direct access to the same SORD (or Ameritech or SNET equivalent service order processing system) function, each CLEC entering into a written contract to obtain such direct access will pay its proportionate share of the costs associated with developing direct access to such SORD (or Ameritech or SNET equivalent service order processing system) function based upon the number of CLECs requesting direct access to the same function. If a CLEC requests direct access to a SORD (or Ameritech or SNET equivalent service order processing system) function that has already been developed for other CLECs, SBC/Ameritech shall provide that direct access at no charge. SBC/Ameritech shall develop and pay for a training package, and the CLEC shall pay for the costs of delivery of the training.~~

~~13. SBC/Ameritech shall develop and deploy in the SBC/Ameritech States, in advance of industry standards, enhancements to the existing EBI interface for OSS that support maintenance/repair of resold services, UNEs that meet the requirements of 47 U.S.C. § 251(c)(3), and UNEs or UNE combinations that are required by this Appendix; provided, however, that a CLEC requesting such enhancements enters into a written contract wherein (i) SBC/Ameritech and the CLEC agree to the precise nature of the enhancement(s), and (ii) the CLEC agrees to pay SBC/Ameritech for the costs of development. This offer shall be made available for a period of 30 months after the Merger Closing Date. SBC/Ameritech shall develop and deploy the enhancements contracted for within 12 months of a completed contract. In the case of the Ameritech States and Connecticut, this interface shall be provided in conjunction with the introduction of the EBI interface described in Paragraph 9 above, or within 12 months of a completed contract, whichever is later. In the event an enhancement to the existing EBI interface contracted for by a CLEC becomes an industry standard, without any changes or modifications, within 12 months of deployment by SBC/Ameritech, SBC/Ameritech shall provide the CLEC with a refund of the money the CLEC has paid SBC/Ameritech for the development and deployment of the enhancement.~~

~~14. Within 30 months after the Merger Closing Date (assuming the duration of Phase 2 described below is no longer than 1 month) SBC/Ameritech shall develop jointly with CLECs, and deploy throughout the SBC/Ameritech States, either (i) a software solution that shall ensure~~

~~that CLEC submitted local service requests are consistent with SBC/Ameritech's business rules, or (ii) uniform business rules for completing CLEC local service requests, excluding those differences caused by state regulatory requirements and product definitions. Milestones applicable to the development and deployment of a software solution or uniform business rules are as follows:~~

~~a. Phase 1 SBC/Ameritech shall complete a publicly available Plan of Record (which shall consist of an assessment of SBC/Ameritech business rules, and SBC/Ameritech's plan for developing and deploying a software solution or uniform business rules). The target date for completion of Phase 1 is 5 months after completion of Phase 2 of the development of both uniform application-to-application and graphical user interfaces for OSS, as described in Paragraph 11. No later than 3 business days after the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date.~~

~~b. Phase 2 SBC/Ameritech shall work collaboratively with the CLECs operating in the SBC/Ameritech States, in a single workshop, to obtain a written agreement on a software solution or business rule changes identified in the Plan of Record, and a change management process, including a 12 month forward-looking view of deployment. The target date for completion of Phase 2 is 1 month after completion of Phase 1. Successful completion of Phase 2 is dependent upon the full cooperation of the CLECs in consummating a written agreement with SBC/Ameritech on the work to be done. The FCC Staff shall try to assist and encourage the parties to reach a written agreement. If SBC/Ameritech and all of the CLECs participating in the workshop reach a written agreement, SBC/Ameritech shall file a copy of that agreement with the Chief of the Common Carrier Bureau and proceed with Phase 3. If SBC/Ameritech and all of the CLECs participating in the workshop cannot reach a written agreement within 1 month after the start of Phase 2, SBC/Ameritech shall notify the Chief of the Common Carrier Bureau, and submit to the Chief of the Common Carrier Bureau SBC/Ameritech's plan for development and deployment of either a software solution or uniform business rules and a list of the remaining unresolved issues in dispute. The Chief of the Common Carrier Bureau shall issue an order either (a) directing SBC/Ameritech to implement SBC/Ameritech's plan for development and deployment of either a software solution or uniform business rules, or (b) authorizing SBC/Ameritech and one or more CLEC(s) to submit the remaining unresolved issues in dispute to consolidated binding arbitration. No CLEC(s) shall have the right to submit the remaining unresolved issues in dispute to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. No work shall begin until SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to implement the plan for development and deployment of either a software solution or uniform business rules as submitted by SBC/Ameritech, or SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to arbitrate the remaining unresolved issues in dispute and SBC/Ameritech receives the arbitrator's decision. Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall~~

pay 50 percent of the joint costs of the arbitration; and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration.

~~c. Phase 3 SBC/Ameritech shall develop and deploy, on a phased-in approach, the software solution or business rule changes agreed upon in Phase 2. To the extent that SBC/Ameritech has completed negotiation of a uniform change management process in accordance with paragraph 15, SBC/Ameritech shall follow that uniform change management process in Phase 3. The target date for completion of Phase 3 is 24 months after completion of Phase 2. The target dates in Phase 3 shall begin to run after the completion of the written agreement in Phase 2, or any arbitration and the receipt of any arbitrator's decision in Phase 2, whichever is later. Within 3 business days of the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date. If one or more CLECs contend that SBC/Ameritech has not developed and deployed the software solution or business rule changes agreed upon in Phase 2, or has not complied with the arbitrator's decision received in Phase 2, they may notify the Chief of the Common Carrier Bureau of the dispute and request consolidated binding arbitration. Thereafter, Chief of the Common Carrier Bureau may issue an order authorizing SBC/Ameritech and the CLEC(s) to submit to consolidated binding arbitration, if the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. Any such consolidated binding arbitration shall be conducted before an independent third-party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration; and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration. Voluntary payments of \$100,000 per business day for a failure to meet the target date shall only be paid with respect to the period following the date on which (i) SBC/Ameritech acknowledges such a failure, or (ii) the arbitrator issues a final decision that SBC/Ameritech has not developed and deployed the software solution or business rule changes agreed upon in Phase 2, or has not complied with the arbitrator's decision received in Phase 2. The total of such voluntary payments shall not exceed \$10,000,000 unless the Commission determines that SBC/Ameritech's failure to meet the target date was the result of SBC/Ameritech's willful misconduct.~~

~~15. Within 12 months after the Merger Closing Date, SBC/Ameritech shall negotiate with interested CLECs a uniform change management process for implementation in the 13 State service area where it operates as an incumbent LEC. "Change management process" is the documented process that SBC/Ameritech and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12 month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC/Ameritech shall offer to include in its interconnection agreements with CLECs a commitment to follow the uniform change management process agreed upon with interested CLECs. In the event that CLECs doing business with SBC/Ameritech in different States are unable to agree on certain components of a uniform change management process, SBC/Ameritech shall implement those components of the~~

~~change management process which are uniform where feasible, and SBC/Ameritech shall notify the Chief of the Common Carrier Bureau, and submit to the Chief of the Common Carrier Bureau SBC/Ameritech's plan for the uniform change management process and a list of the components of the change management process that are in dispute. The Chief of the Common Carrier Bureau shall issue an order either (a) ordering SBC/Ameritech to continue to implement the change management process in place or (b) authorizing SBC/Ameritech and one or more CLEC(s) to submit the remaining unresolved issues in dispute to consolidated binding arbitration. No CLEC(s) shall have the right to submit the remaining unresolved issues in dispute to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. Any disputes between SBC/Ameritech and the CLECs arising out of or relating to the negotiation of a uniform change management control process shall be decided in a consolidated binding arbitration by an independent third party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration; and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration.~~

~~16. SBC/Ameritech shall provide CLECs with the following options for pre-ordering and ordering components used to provide digital subscriber line ("xDSL") and other Advanced Services (as defined in Section VII of these Conditions):~~

~~a. Until SBC develops and deploys enhancements to its existing Datagate and EDI interfaces as described in Paragraph 16(c) below: (i) SBC/Ameritech shall provide CLECs, not later than 6 months after the Merger Closing Date, with access to SBC's Complex Product Service Order System (CPSOS) for loop pre-qualification information within each of the SBC States except for Nevada and Connecticut, and (ii) Ameritech shall provide CLECs with access to Ameritech's existing EDI interface within each of the Ameritech States.~~

~~b. SBC/Ameritech shall provide CLECs with direct access to SORD, and Ameritech's and SNET's equivalent service order processing systems for pre-ordering and ordering xDSL and Advanced Services, as described in Paragraph 12 above.~~

~~c. Within 14 months after the Merger Closing Date (assuming the duration of Phase 2 described below is no longer than 1 month), SBC/Ameritech shall develop and deploy, in the 13 State service area where it operates as an incumbent LEC, except for Connecticut, in advance of industry standards, enhancements to the existing Datagate or EDI interfaces for pre-ordering xDSL and other Advanced Services components, and enhancements to the existing EDI interface for ordering xDSL and other Advanced Services components to be used in common by both SBC/Ameritech's and the CLECs' sales representatives. In Connecticut, these enhancements to the existing Datagate or EDI interfaces shall be developed and deployed in conjunction with the introduction of the uniform OSS interfaces described in Paragraph 9 above. In the interim, SBC/Ameritech shall continue to use its equivalent interfaces for the pre-ordering and ordering of xDSL and Advanced Services. All enhancements made to the existing Datagate and EDI interfaces by SBC/Ameritech shall remain in effect for a period of 3 years after deployment, and SBC/Ameritech shall provide CLECs with 12 months advance notice of any~~

plans to no longer make the enhancements available. Milestones applicable to the development and deployment of enhancements to the existing Datagate and EDI interfaces as set forth above are as follows.

~~(1) Phase 1 SBC/Ameritech shall complete a publicly available Plan of Record (which shall consist of an overall assessment of SBC's and Ameritech's existing Datagate and EDI interfaces, business processes and rules, hardware capabilities, data capabilities, and differences, and SBC/Ameritech's plan for developing and deploying enhancements to the existing Datagate or EDI interfaces for pre-ordering xDSL and other Advanced Services components, and enhancements to the existing EDI interface for ordering xDSL and other Advanced Services components), and notify all CLECs that have a current interconnection agreement with SBC/Ameritech of the Plan of Record. The target date for completion of Phase 1 is 1 month after the Merger Closing Date. Not later than 3 business days after the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date. If, within 2 months after the Merger Closing Date, one or more CLEC(s) requests enhancements to SBC/Ameritech's existing Datagate or EDI interfaces that are different from what is contained in the Plan of Record, then SBC/Ameritech shall begin Phase 2. If, within 2 months after the Merger Closing Date, no CLEC requests enhancements to SBC/Ameritech's existing Datagate or EDI interfaces that are different from what is contained in the Plan of Record, then Phase 2 will be considered completed and SBC/Ameritech shall file a notice with the Secretary of the Commission and begin to develop and deploy the enhancements contained in the Plan of Record, pursuant to Phase 3 below.~~

~~(2) Phase 2 SBC/Ameritech shall work collaboratively with CLECs operating in the SBC/Ameritech States, in a single workshop, to obtain written agreement on enhancements to the existing Datagate or EDI interfaces identified in the Plan of Record, and a change management process, including a 12 month forward-looking view of process changes and deployment schedule. The target date for completion of Phase 2 is 3 months after the Merger Closing Date. Successful completion of Phase 2 is dependent upon the full cooperation of the CLECs in consummating a written agreement with SBC/Ameritech on the work to be done. The FCC Staff shall try to assist and encourage the parties to reach a written agreement. If SBC/Ameritech and all of the CLECs participating in the workshop reach a written agreement, SBC/Ameritech shall file a copy of that agreement with the Chief of the Common Carrier Bureau and proceed with Phase 3. If SBC/Ameritech and all of the CLECs participating in the workshop cannot reach a written agreement within 1 month after the start of Phase 2, SBC/Ameritech shall notify the Chief of the Common Carrier Bureau, and submit to the Chief of the Common Carrier Bureau a copy of SBC/Ameritech's plan for developing and deploying enhancements to the existing Datagate or EDI interfaces for pre-ordering xDSL and other Advanced Services components, and enhancements to the existing EDI interface for ordering xDSL and other Advanced Services components and a list of the remaining unresolved issues in dispute. The Chief of the Common Carrier Bureau shall issue an order either (a) directing SBC/Ameritech to implement the plan for development and deployment of enhancements to the existing Datagate or EDI interfaces for pre-ordering xDSL and other Advanced Services components, and enhancements to the existing EDI interface for ordering xDSL and other Advanced Services~~

components as submitted by SBC/Ameritech, or (b) authorizing SBC/Ameritech and the CLEC(s) to submit the remaining unresolved issues in dispute to consolidated binding arbitration. No CLEC(s) shall have the right to submit the remaining unresolved issues in dispute to consolidated binding arbitration, unless the Chief of the Common Carrier Bureau determines that arbitration is appropriate and in the public interest. No work shall begin until SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to implement the plan for development and deployment of enhancements to the existing Datagate and EDI interfaces as submitted by SBC/Ameritech, or SBC/Ameritech is ordered by the Chief of the Common Carrier Bureau to arbitrate the remaining unresolved issues in dispute and SBC/Ameritech receives the arbitrator's decision. Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech, which may include Telcordia Technologies, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration; and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration.

~~(3) Phase 3~~ SBC/Ameritech shall develop and deploy, on a phased-in approach, the enhancements to the existing Datagate or EDI interfaces for pre-ordering xDSL and other Advanced Services components, and enhancements to the existing EDI interface for ordering xDSL and other Advanced Services components consistent with the written agreement obtained in Phase 2. To the extent that SBC/Ameritech has completed negotiation of a uniform change management process in accordance with Paragraph 15, SBC/Ameritech shall follow that uniform change management process in Phase 3. The target date for completion of Phase 3 is 11 months after completion of Phase 2, with the exception of Connecticut where the target date shall be consistent with that for the deployment of the uniform OSS interfaces described in Paragraph 9 above. The target dates in Phase 3 shall begin to run after the completion of the written agreement in Phase 2, or the effective date of a final decision by the arbitrator in Phase 2, whichever is later. Within 3 business days of the target date, SBC/Ameritech shall file a notice regarding its satisfaction of this target with the Secretary of the Commission. SBC/Ameritech shall pay \$100,000 per business day in voluntary payments to a public interest fund designated by the Commission for a failure to meet the target date. If one or more CLECs contend that SBC/Ameritech has not developed and deployed the enhancements to the existing Datagate or EDI interfaces consistent with the written agreement obtained in Phase 2, or has not complied with the arbitrator's decision received in Phase 2, they may notify the Chief of the Common Carrier Bureau and request consolidated binding arbitration. Thereafter, the Chief of the Common Carrier Bureau may issue an order authorizing SBC/Ameritech and the CLEC(s) to submit the dispute to consolidated binding arbitration, if the Chief of the Common Carrier Bureau determines that arbitration of the dispute is appropriate and in the public interest. Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of 3 firms supplied by SBC/Ameritech, which may include Telcordia Technologies, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. SBC/Ameritech shall pay 50 percent of the joint costs of the arbitration, and the CLECs that are parties to the disputed issues shall pay 50 percent of the joint costs of the arbitration. Voluntary payments of \$100,000 per business day for a failure to meet the target date shall only be paid with respect to the period following the date on which (i) SBC/Ameritech acknowledges such a failure, or (ii) a final decision by the



~~arbitrator that SBC/Ameritech has not developed and deployed the enhancements to the existing Datagate or EDI interfaces consistent with the written agreement obtained in Phase 2, or has not complied with the arbitrator's decision received in Phase 2. The total of such voluntary payments shall not exceed \$10,000,000 unless the Commission determines that SBC/Ameritech's failure to meet the target date was the result of SBC/Ameritech's willful misconduct.~~

~~17. Payments made to a public interest fund in connection with the above OSS enhancements and additional interfaces shall not be reflected in the revenue requirement of an SBC/Ameritech incumbent LEC.~~

#### **IV. OSS: Waiver of Charges**

~~16.18. SBC/Ameritech shall eliminate in the SBC/Ameritech States, on a going forward basis and for a period of 3 years, all charges for use of its standard electronic interfaces for accessing OSS that support the pre-ordering, ordering, provisioning, maintenance/repair, and billing of resold services. UNEs that meet the three years following the Merger Closing Date, SBC/Ameritech shall not seek to recover from its wholesale customers the costs of developing or providing OSS, including (but not limited to) the costs incurred to comply with Condition III or any other OSS requirements of 47 U.S.C. § 251(c)(3), and UNEs or UNE combinations that are required by this Appendix, obligation to which SBC/Ameritech are subject under the Act or rule of the Commission or a state commission. SBC/Ameritech shall eliminate these charges, in all states where they are applied, beginning with the first billing cycle following the Merger Closing Date. So long as SBC/Ameritech have in place operationally ready, nondiscriminatory OSS, this condition, however, does not affect SBC/Ameritech's right either to charge CLECs for processing orders which are not received electronically (i.e., orders received by mail, by fax, or by other non-electronic methods of transmitting orders), or~~

~~17. Beginning three years after the Merger Closing Date, After the period described above, SBC/Ameritech may seek to recover on a nondiscriminatory basis (i.e., competitively neutral that spreads all costs among all carriers, including SBC/Ameritech on the basis of network usage) basis costs it incurs on a going forward basis to develop and provide OSS.~~

#### **VI. xDSL and Advanced Services Deployment**

~~1920. SBC/Ameritech shall take the following steps to ensure that its deployment of xDSL services in the SBC/Ameritech States is not discriminatory:~~

a. SBC/Ameritech shall reasonably classify all SBC/Ameritech wire centers as either urban or rural wire centers for purposes of this Section.

b. SBC/Ameritech shall identify the 10 percent of urban wire centers in each SBC/Ameritech State that have the highest proportion of low-income subscribers, as estimated by using the latest available census data ("Low Income Urban Pool"). After SBC/Ameritech deploys xDSL in at least 20 urban wire centers in a particular state, at least 10 percent of the

urban wire centers in which SBC/Ameritech deploy xDSL in that State shall be wire centers from the Low Income Urban Pool.

c. SBC/Ameritech shall identify the 10 percent of rural wire centers in each SBC/Ameritech State that have the highest proportion of low-income subscribers, as estimated by using the latest available census data ("Low Income Rural Pool"). After SBC/Ameritech deploys xDSL in at least 20 rural wire centers in a particular state, at least 10 percent of the rural wire centers in which SBC/Ameritech deploys xDSL in that State shall be wire centers from the Low Income Rural Pool.

201. SBC/Ameritech shall provide unaffiliated CLECs with nondiscriminatory, electronic ~~pre-order~~ OSS access to the same loop pre-qualification information that is available to SBC/Ameritech's ~~retail~~ operations, including the ~~retail~~ operations that will be part of the separate Advanced Services affiliates described in Section VII.

a. ~~This~~ SBC/Ameritech shall provide this information as follows:

a. The following information, at a minimum, shall be provided on an individual address basis ~~(e.g., whether the theoretical loop length is less than 12,000 feet from the customer premise to the central office; between 12,000 and 17,500 feet from the customer premise to the central office; or greater than 17,500 feet from the customer premise to the central office)~~: (i) actual loop length, as measured from customer premises to serving central office, (ii) the presence and number of load coils, bridged taps, repeaters, and any other known interferers, (iii) ~~whether the location is premise to the central office~~, currently served by facilities that transit through a digital loop carrier (DLC), (iv) the availability of alternative facilities that could circumvent the DLC, including end-to-end copper loop, and (v) any known binder group that hinders the placement of any Advanced Services technology.

b. This information shall be available not later than the Merger Closing Date ~~in all SBC States except Connecticut and Nevada. This information shall be made available in Connecticut, Nevada, and the Ameritech States, on a phased-in basis, by no later than 22 months after the Merger Closing Date~~ for at least 50 percent of all central offices in a state and for all central offices in a state not later than six months after the Merger Closing Date.

22. ~~SBC/Ameritech shall provide CLECs in the SBC/Ameritech States with the same nondiscriminatory, electronic pre-order Internet access to the same loop pre-qualification information for xDSL services that is available to SBC/Ameritech's retail operations, including the retail operations that will be part of the separate Advanced Services affiliates discussed in Section VII. This information shall be available on a mass market basis (e.g., based upon a zip code of end users within a wire center) at no charge, beginning 12 months after the Merger Closing Date.~~

23. ~~SBC/Ameritech shall provide CLECs in the SBC/Ameritech States nondiscriminatory access to loop pre-qualification information (i.e., whether the theoretical loop length is less than 12,000 feet from the customer premise to the central office; between 12,000 and 17,500 feet from the customer premise to the central office; or greater than 17,500 feet from the customer~~

~~premise to the central office), and loop qualification information (i.e., whether the loop contains bridged taps, load coils, or repeaters) whether such access is by electronic or non-electronic means.~~

214. SBC/Ameritech shall offer CLECs in the SBC/Ameritech States uniform interim rates for conditioning xDSL loops when such conditioning is requested (unless there are existing established lower rates in the state available to all CLECs). ~~These rates shall include a separate rate for removing all repeaters, bridged taps, and load coils contained on the loop within each segment. The uniform interim rates to be offered and charged by SBC/Ameritech are shown in Attachment C. SBC/Ameritech shall file cost studies to replace the interim rates for these services within 6 months of the Merger Closing Date in each of its states that have not already started or completed cost proceedings for these services. When the cost proceedings have been completed in a state, the cost-based rates resulting from these proceedings shall be effective in that state. The prices for such conditioning shall be subject to Condition X.~~

## VII. Structural Separation for Advanced Services

225. SBC/Ameritech shall provide Advanced Services through one or more affiliate(s) in accordance with the provisions and schedule set forth below. As described below, Ameritech and SBC shall establish separate Advanced Services affiliates prior to the Merger Closing Date. Upon receiving state approval of interconnection agreements and obtaining any necessary state certification, SBC/Ameritech shall transition the provisioning of Advanced Services to one or more separate Advanced Services affiliate(s).

236. Advanced Services. For purposes of these Conditions, the term "Advanced Services" means ~~wireline, telecommunications services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and Dial Access Service that rely on packetized technology and have the capability of supporting transmissions speeds of aservices having the capability of supporting, in both the provider-to-consumer (downstream) and the consumer-to-provider (upstream) directions, a speed in excess of ~~least 56 kilobits per second in at least one direction,~~ 200 kilobits per second. This definition of Advanced Services does not include data services that are not based on packetized technology, such as ISDN.~~

247. Section 272 Requirements for the Separate Advanced Services Affiliates. Subject to the transitional mechanisms discussed below, the separate Advanced Services affiliates required by this Section VII shall operate in accordance with the structural, transactional, and nondiscrimination requirements that would apply to a separate affiliate's relationships with a BOC under 47 U.S.C. § 272. Those obligations become effective upon SBC/Ameritech and their Advanced Services Affiliates immediately upon creation of any separate Advanced Services affiliate. In addition, the affiliate must operate under the following restrictions regardless whether they are also required or authorized by or under 47 U.S.C. § 272: ~~§272 (b), (c), (e) and (g), as interpreted by the Commission as of July 1, 1999, except to the extent those provisions are inconsistent with the following specific provisions, in which case the following provisions shall apply:~~

~~a. Any separate Advanced Services affiliate and any SBC/Ameritech incumbent LEC may joint market their services with the services of the other, without being subject to any nondiscrimination requirement under these Conditions. Permitted joint marketing by the incumbent LEC that may be conducted on an exclusive basis would include the sale of Advanced Services provided by the Advanced Services affiliate and the transfer of customers identified by the incumbent LEC through inbound or outbound marketing to the affiliate for completion of the customer's Advanced Services order. In performing these joint marketing activities, the employees of the incumbent LEC may only access the incumbent LEC's loop pre-qualification information through the same OSS as are made available to CLECs, except that for a period of 6 months following the Merger Closing Date the employees of the incumbent LEC may access CPSOS, which is only available on a functionally equivalent basis to CLECs as described in Paragraph 16. Permitted joint marketing by the Advanced Services affiliate would include completion of orders for Advanced Services and local services by the affiliate and the transfer of customers identified by the affiliate to the incumbent LEC for provisioning of the customer's local service order. Permitted joint marketing by either the incumbent LEC or the separate Advanced Services affiliate would include customer care, such as service representative interaction with the customer after the sale;~~

~~b. Any SBC/Ameritech incumbent LEC may provide operations, installation, and maintenance ("OI&M") services to any separate Advanced Services affiliate pursuant to a tariff or approved interconnection agreement and on a nondiscriminatory basis consistent with the rule established by 47 U.S.C. §272(c) and the Commission's implementing rules as in effect on July 1, 1999. With respect to these transactions, SBC/Ameritech shall comply with the Commission's Section 272 accounting safeguards; provided, however, that public disclosure of the governing interconnection agreement (including the prices, discounts, terms and conditions associated with that agreement) shall satisfy the disclosure requirements as applied to the separate Advanced Services affiliate for products and services provided pursuant to this agreement;~~

~~c. The incumbent LEC and Advanced Services affiliate(s) may separately own facilities or network equipment used specifically to provide Advanced Services ("Advanced Services Equipment"). For purposes of this order, Advanced Services Equipment is: (1) DSLAMs or functionally equivalent equipment, (2) splitters located at the customer premises that are used in the provision of Advanced Services, (3) packet switches and multiplexers such as ATMs, Frame Relay engines and Packet Engines used to provide advanced services, (4) modems used in the provision of packetized data, and (5) DACS frames used in the provision of Advanced Services. Certain functionality associated with this equipment may be provided to the separate Advanced Services affiliate on an exclusive basis during a transitional period. Specifically, the overall functionality of any Advanced Services provided by the incumbent LEC in a state as of the Merger Closing Date may be provided to the separate Advanced Services affiliate on an exclusive basis within the state until 6 months after the affiliate has obtained all necessary approvals and authorizations to provide such services within the state, as described in Paragraph 31. Additionally the incumbent LECs may provide the DSLAM functionality of interim line sharing to the separate Advanced Services affiliate(s) on an exclusive basis until it becomes both technically and commercially feasible to provide such capability to all providers, as described in Paragraph 33;~~

~~d. The separate Advanced Services affiliates may use the incumbent LEC's name, trademarks, or service marks on an exclusive basis; and~~

a. Any Advanced Services Affiliate of SBC/Ameritech shall have a meaningful quantum of outside ownership. At a minimum, a meaningful quantum of ownership shall mean that (i) at least twenty (20) percent of the Advanced Services Affiliate shall be owned by entities entirely separate from SBC/Ameritech (including any parent, subsidiary, or affiliate thereof and (ii) the outside ownership must be represented on the board of directors of the Advanced Services Affiliate to include at least 20 percent of the membership of the board. The compensation of any director, officer, or employee of the Advanced Services Affiliate shall in no way be affected by the performance of SBC/Ameritech.

b. SBC/Ameritech may not transfer CPNI to any Advanced Services Affiliate unless it offers the CPNI to any competing carrier on a nondiscriminatory basis.

c. In addition to any disclosure of transactions between SBC/Ameritech and their Advanced Services Affiliates required by Section 272 (including any Commission Rule), SBC/Ameritech shall also (i) disclose all transactions that have occurred with any existing Advanced Services Affiliates before the effective date of this Condition; and (ii) for each transaction with its Advanced Services Affiliates, disclose, at a minimum, the rates, terms, conditions, and valuation methods employed so as to permit meaningful evaluation of the transaction by the Commission or by interested third parties.

d. The Advanced Services Affiliates of SBC/Ameritech shall not be permitted to resell any SBC/Ameritech services.

e. The Advanced Services Affiliates of SBC/Ameritech shall not be permitted to enter into any virtual collocation arrangement with SBC/Ameritech.

f. If any Advanced Services Affiliate purchases or uses any UNE from any SBC/Ameritech incumbent LEC, SBC/Ameritech must warrant that competing carriers can use the intellectual property associated with those UNEs on precisely the same terms and conditions as any Advanced Services Affiliate. This provision will not be satisfied by SBC/Ameritech providing that their Advanced Services Affiliates, like their competitors, will be required to obtain separate licenses for intellectual property from third-party vendors.

g. No SBC/Ameritech Advanced Services Affiliate may license or use any brand, service mark, or trademark belonging to SBC and/or Ameritech, or to any parent, affiliate or subsidiary of SBC or Ameritech, unless competing carriers are permitted to license or use such brands or marks on nondiscriminatory terms.

h. Any SBC/Ameritech Advanced Services Affiliates that market or provide local exchange or exchange access services that utilize unbundled elements from SBC and/or Ameritech must conduct all interactions with SBC and Ameritech concerning pre-ordering,

ordering, provisioning, maintenance/repair and billing using the same OSS interfaces that are available to competing carriers.

i. SBC/Ameritech Advanced Services Affiliates operating within a state shall be subject to the same equal access and nondiscrimination requirements that would apply pursuant to 47 U.S.C. § 251(g) to an SBC or Ameritech incumbent LEC operating within that state.

ej. Employees of the separate Advanced Services affiliate(s) may be located within the same buildings and on the same floors as employees of the incumbent LECs.

~~28. Transfer of Advanced Services Equipment to the Affiliate. The incumbent LEC may (but shall not be required to) transfer to the separate Advanced Services affiliate(s), on an exclusive basis, any Advanced Services Equipment during a "Grace Period." The "Grace Period" shall be from July 1, 1999 until the date that is six months after the date that the Commission issues a final order, not including any appeals, in the UNE remand proceeding (CC Docket 96-98). Such Advanced Services Equipment that may be transferred to the separate affiliate on an exclusive basis does not include any facilities or equipment deemed to be an unbundled network element under 47 C.F.R. § 51.319 (as in effect on January 24, 1999). Such separate affiliate(s) shall not be deemed a successor or assign of a BOC for purposes of applying 47 U.S.C. § 153(4)(A) as a result of such transfer. Provided, however, that if any portion of this paragraph is found invalid or is otherwise overridden by a judicial or administrative order, SBC/Ameritech shall not have any separate affiliate obligations with respect to Advanced Services.~~25. SBC/Ameritech shall not be permitted to transfer any equipment to their Advanced Services Affiliates (including and advanced services equipment) except in compliance with the requirements of 47 U.S.C. § 272(c). In addition, any transfer by SBC/Ameritech to any SBC/Ameritech Advanced Services Affiliate of any facilities or equipment deemed to be an unbundled network element under 47 C.F.R. § 51.319 (as in effect on January 24, 1999) shall cause that Affiliate to be deemed a "Bell Operating Company" pursuant to 47 U.S.C. § 153(4), as well as an "incumbent local exchange carrier" pursuant to 47 U.S.C. § 251(h).

269. Requests for State Approval. In any state where SBC/Ameritech will be providing Advanced Services on the Merger Closing Date, the separate Advanced Services affiliate(s) shall, prior to the Merger Closing Date:

a. ~~Negotiate and file~~ File for approval pursuant to 47 U.S.C. §§ 251 and 252 an interconnection agreement with the affiliated incumbent LEC setting forth terms, conditions and prices for the provision of interconnection, telecommunications services, and network elements that the affiliated incumbent LEC shall provide to the separate Advanced Services affiliate for the purposes of the separate affiliate's provision of Advanced Services. Such an interconnection arrangement must be sufficiently detailed to permit CLECs to exercise effectively their statutory rights to "pick and choose" provisions of the agreement pursuant to the Act, 47 U.S.C. § 252(i) and the Commission's Rules, 47 C.F.R. § 51.809.

b. File for any required State certifications or approvals necessary for the separate affiliate to provide Advanced Services.

3027. Schedule for Establishing Separate Advanced Services Affiliates.  
SBC/Ameritech will establish the separate Advanced Services affiliates required by this Section VII in accordance with the following schedule:

a. Except as provided in paragraph 27.c30.b., below, before any Advanced Services Affiliate may begin offering Advanced Services, SBC/Ameritech and the Advanced Services Affiliate must obtain certification from the Commission that they have complied with this Condition and all other applicable Commission Rules. To obtain such certification, SBC/Ameritech and any Advanced Services Affiliate must publicly file verifiable documentation as to each requirement. Any interested party may submit comments on whether SBC/Ameritech have demonstrated such compliance.

ba. In any state where an SBC/Ameritech incumbent LEC will provide Advanced Services on the Merger Closing Date, SBC/Ameritech shall establish prior to the Merger Closing Date a separate Advance Services affiliate.

cb. In any state where SBC/Ameritech provided Advanced Services through a separate Advanced Services affiliate on July 1, 1999, such affiliate shall be in compliance with the provisions of Paragraph 27this Condition prior to the Merger Closing Date. Prior to the Merger Closing Date, SBC/Ameritech shall obtain the certification described in Paragraph 27.a30.a.0 for any Advanced Services Affiliate providing Advanced Services as of July 1, 1999.

de. In any state where SBC/Ameritech does not provide Advanced Services on the Merger Closing Date, SBC/Ameritech shall incorporate and establish a separate Advanced Services affiliate to provide Advanced Services prior to providing Advanced Services in that State.

ed. Notwithstanding the provisions of sub-paragraphs a, b, and c, above, SBC/Ameritech may provide Advanced Services through an SBC/Ameritech incumbent LEC in any State until SBC/Ameritech has obtained all necessary State approvals to provide Advanced Services through the separate Advanced Services affiliate in that State.

2831. Providing Advanced Services through the Separate Advanced Services Affiliate.  
SBC/Ameritech shall phase-in the provision of Advanced Services through its separate Advanced Services affiliate(s), as follows:

a. Ameritech States. In the Ameritech States, SBC/Ameritech shall provide Advanced Services through its separate Advanced Services affiliate(s) no later than the Merger Closing Date.

b. ————SBC States - New Activiations for Customers that are Providers of Internet Services. In each SBC State, SBC/Ameritech shall provide new activations of Advanced Services to customers that are providers of Internet services through a separate Advanced Services affiliate no later than 30 days after state approval of all agreements with the affiliated incumbent LEC that are necessary to carry out the provisions of this Section VII,

including any interconnection agreement(s). The terms of this sub-paragraph b are established in recognition of, and are expressly contingent upon, the fact that the FCC has determined that Advanced Services used to provide Internet services are interstate services.

c. SBC States - Incumbent LEC's Embedded Base of Customers That Are Providers of Internet Services. In each SBC State, any Advanced Services provided by SBC/Ameritech's incumbent LEC in that State to customers that are providers of Internet services shall be transferred to the separate Advanced Services affiliate no later than the later of: (i) 30 days after such state approval of all necessary agreements as discussed in sub-paragraph b, or (ii) 6 months after the Merger Closing Date. The terms of this sub-paragraph c are established in recognition of, and are expressly contingent upon, the fact that the FCC has determined that Advanced Services used to provide Internet services are interstate services.

d. SBC States - New Activations for Other Customers. In each SBC State, SBC/Ameritech shall provide new activations of Advanced Services to customers that are not providers of Internet services through a separate Advanced Services affiliate no later than 30 days after the later of: (i) state approval of all agreements with the affiliated incumbent LEC necessary to carry out the provisions of this Section VII, including any interconnection agreement(s), or (ii) state approval of any certification that the state deems required for the separate Advanced Services affiliate to provide Advanced Services in that state.

e. SBC States - Incumbent LEC's Embedded Base of Other Customers. In each SBC State, any Advanced Services provided by SBC/Ameritech's incumbent LEC in that State to customers that are not providers of Internet services shall be transferred to the separate Advanced Services affiliate no later than the later of: (i) 30 days after State approval of any necessary certification, (ii) 30 days after State approval of all necessary agreements, including any agreement to transfer customers from the incumbent LEC to the separate Advanced Services affiliate, or (iii) 6 months after the Merger Closing Date.

f. Transition Period. In each SBC State, until such time as SBC/Ameritech is required, pursuant to the provisions of sub-paragraphs b or d, above, to provision new activities of Advanced Services through the separate Advanced Services affiliate in that State, SBC/Ameritech shall be permitted to provision such services through SBC/Ameritech's incumbent LEC in that state in the following manner, which represents the "functional equivalent" of providing service through a separated Advanced Services affiliate:

(1) Either the incumbent LEC or the separate Advanced Services affiliate may joint market Advanced Services to customers in compliance with the requirements of 47 U.S.C. § 272(g);

(2) Customer orders for Advanced Services obtained by the incumbent LEC must be passed to the separate Advanced Services affiliate for processing by means of transferring telephone calls to the affiliate or transmitting facsimiles of written orders. The affiliate shall then be solely responsible for inputting such customer orders into the same pre-



ordering, ordering, provisioning, maintenance/repair, and billing interfaces that SBC/Ameritech makes available to competing carriers; and

~~(3) The separate Advanced Services affiliate shall order the facilities needed to provide the Advanced Service from the incumbent LEC utilizing the same interfaces with the incumbent LEC as the incumbent LEC provides to unaffiliated providers of Advanced Services; and~~

(34) Any Advanced Services orders received by the separate Advanced Services affiliate shall be ~~passed to the incumbent LEC, which shall provide Advanced Services to the SBC/Ameritech customer~~ processed using the same interfaces for pre-ordering, ordering, provisioning, maintenance/repair, and billing that are available to competing carriers. Any Advanced Services shall then be provided by the SBC/Ameritech incumbent LEC.\*

3229. With respect to any state certification required by this Section VII, an FCC Order specifically determining that state certification is not required for the separate Advanced Services affiliates, to provide certain interstate Advanced Services to certain types of customers shall apply in lieu of state certification for such interstate Advanced Services and such customers. In no event, however, shall such a determination limit SBC/Ameritech's obligations under Paragraph 27.a30(a), above.

3330. Provisioning Line Sharing. At such a time as: (a) it becomes technically feasible to provide line sharing as described in the further NPRM issued in CC Docket 98-147 (rel. March 31, 1999) and in a manner that permits multiple CLECs to have access to a high frequency channel riding over the same loop as an SBC/Ameritech incumbent LEC-provided voice grade service, and (b) the equipment to provide such line sharing becomes available, based on industry standards, at commercial volumes, SBC/Ameritech shall be required to offer to provide such line sharing to unaffiliated providers of Advanced Services on a phased-in basis beginning no later than 3 months and completing within 12 months after (a) and (b) listed above have occurred. Such line sharing capability will be provided by SBC/Ameritech's incumbent LEC in a state at rates and other terms and conditions as determined by the State Commission in accordance with the 1996 Telecommunications Act, and will be offered in a non-discriminatory manner to both the separate Advanced Services affiliate and unaffiliated providers.

3431. Provisioning Interim Line Sharing to the Separate Advanced Services Affiliate. Notwithstanding the non-discrimination provision of Paragraph ~~2427~~ above, an SBC/Ameritech incumbent LEC may provide interim line sharing to a separate Advanced Services affiliate on an exclusive basis in accordance with the following provisions:

a. The incumbent LEC may provide interim line sharing capability to the separate Advanced Services affiliate for the provision of Advanced Services activated prior to the time that line sharing can be provided per the provisions of Paragraph ~~3033~~ above.

b. The incumbent LEC shall establish surrogate charges for the costs incurred in making available an unbundled local loop capable of providing Advanced Services within a specific, broadband spectral map in combination with voice grade services ("Surrogate

Line Sharing Charges”). The Surrogate Line Sharing Charges shall be 50 percent of the lowest monthly recurring charge, and 100 percent of the lowest non-recurring charges (i.e. there is no discount for non-recurring charges), for the unbundled local loop then effective that have been established by the state commission pursuant to 47 U.S.C. § 252(d)(1). The incumbent LEC shall charge the separate Advanced Services affiliate these Surrogate Line Sharing Charges for its use of an unbundled local loop if: (1) the incumbent LEC is able to provision the Advanced Service of the separate Advanced Services affiliate over the same loop that the incumbent LEC is using to provide voice grade services on either a retail or wholesale basis, and (2) the Advanced Service fits within the spectral map as described in SBC/Ameritech technical publication TP-76730. In order to be entitled to the Surrogate Line Sharing Charges, however, the separate Advance Services affiliate must certify to the incumbent LEC that it is not providing voice grade service in conjunction with Advanced Services over the broadband channel.

c. In any state where the incumbent LEC provides interim line sharing to a separate Advanced Services affiliate per the provisions of sub-paragraphs a and b above, the incumbent LEC shall charge unaffiliated providers of Advanced Services the same Surrogate Line Sharing Charges for use of an unbundled local loop, where: (i) the unaffiliated provider purchases the unbundled local loop to provide Advanced Services only and does not use the unbundled loop to provide any voice grade service; (ii) the unaffiliated provider’s Advanced Services are provided to an end user customer to whom the incumbent LEC provides voice grade service on either a retail or wholesale basis, at the same premises; and (iii) the unaffiliated provider’s Advanced Services are within a spectral map that would be compatible with the incumbent LEC’s voice service, if line sharing were available, as described in SBC/Ameritech technical publication TP-76730.

d. Unaffiliated CLECs that obtain unbundled local loops for the Surrogate Line Sharing Charges shall, on a quarterly basis, certify to SBC/Ameritech and the appropriate state commission that they are using all unbundled local loops provided at the Surrogate Line Sharing Charges in accordance with sub-paragraph c above. SBC/Ameritech shall have the right to hire, at its own expense, an independent third-party auditor to perform all necessary audits and inspections needed to assure that unbundled local loops provided for the Surrogate Line Sharing Charges are used in accordance with sub-paragraph c above. Carriers that obtain unbundled local loops for the Surrogate Line Sharing Charges shall agree to cooperate in the performance of such audits and inspections. Audit information shall be restricted to SBC/Ameritech regulatory, legal, and/or wholesale personnel, and SBC/Ameritech shall prohibit those personnel from disclosing audit-related information to SBC/Ameritech retail/marketing personnel. If SBC/Ameritech conducts any audit of an unaffiliated carrier’s use of unbundled local loops in a state, under this sub-paragraph d, SBC/Ameritech’s annual compliance report for the calendar year in which the investigation was concluded shall describe the uses of shared loops by SBC/Ameritech’s separate Advanced Services affiliate(s) in the same state.

e. Any carrier found by the Commission or the appropriate state commission to have violated the use restrictions of sub-paragraph c or who fails to cooperate in an audit shall be ineligible to receive the Surrogate Line Sharing Charges on any unbundled local loop for which the use restrictions are violated. In addition, any such carrier shall be ineligible to receive

the Surrogate Line Sharing Charges for unbundled local loops ordered or installed after the date of such a finding by the Commission or a state commission.

~~3532.~~ Advanced Services OSS Discounts. Until SBC/Ameritech has developed and deployed OSS options for pre-ordering and ordering xDSL and other Advanced Services in satisfaction of ~~Paragraph 16 of these Condition IIIs and the EDI interface specified in that sub-paragraph is used by the separate Advanced Services affiliate for pre-ordering and ordering a substantial majority of its Advanced Services in the relevant geographic area,~~ SBC/Ameritech's incumbent LECs shall provide a discount of 25 percent off of the recurring and nonrecurring charges (including of the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area. By way of example, if the Surrogate Line Sharing Charges are \$8.00/month, the charge would be discounted to \$6.00/month in areas where this OSS discount is applicable.

~~36. The separate Advance Services affiliate(s) required by this Section shall be regulated by the FCC as non-dominant carrier(s) with respect to the provision of Advanced Services~~

~~3733.~~ The Performance Measures required by Section I of these Conditions shall be reported separately, on a proprietary basis, by each SBC/Ameritech incumbent LEC for each separate Advanced Services affiliate required by this Section VII ~~to the extent that such Performance Measures are applicable.~~

~~39.34.~~ For three years after the Merger Closing Date, the separate Advance Services affiliate provisions of this Section VII shall automatically apply to any other domestic incumbent LEC that merges with or is acquired by SBC/Ameritech.

~~3935.~~ Separate Advanced Services Affiliate Sunset Provisions. The requirements of this Section VII requiring SBC/Ameritech to provide Advanced Services through one or more separate affiliates, as described in this Section shall terminate ~~immediately upon any of the following events:~~ in a state three years after the date SBC/Ameritech is authorized in the state to provide interLATA telecommunications services under section 271(d) of the Act or three years after the Merger Closing Date, whichever is later, unless the Commission extends such three year period by rule or order. SBC/Ameritech and its Advanced Services Affiliates shall continue to be bound by the requirements of § 272(e), as imposed by paragraph 2427, above, despite the sunset of the other provisions of this Section VII or of these Conditions generally.

~~a. The date three years after the Merger Closing Date;~~

~~b. The date upon which (1) legislation enacted by the U.S. Congress that specifically prohibits the Commission from requiring incumbent LECs to establish separate affiliates for the provision of Advanced Services becomes law, and (2) the Commission modifies its rules and regulations in a manner that materially changes the substance of what is covered in this Section VII; or~~

~~c. The date upon which a final and non-appealable judicial decision by a court of competent jurisdiction determines that, as a result of one or more of the permitted activities~~

~~between the incumbent LEC and the separate Advanced Services affiliate described in sub-paragraphs 27(a)-(e), the separate Advanced Services affiliate must be deemed a successor or assign of the incumbent BOC for the purposes of applying 47 U.S.C. §153 (4)(A). However, such a judicial decision that is based solely on some other conduct of, or relationship between, the incumbent LEC and/or the separate Advanced Services affiliate shall not be a basis for terminating any of the separate affiliate provisions of this Section VII.~~

4036. Upon the date that SBC/Ameritech determines, as a result of one or more of the provisions of Paragraph ~~3539~~ above, to no longer provide Advanced Services through a separate affiliate in a particular state, then SBC/Ameritech shall be required to comply with the following provisions in that state until the date that is 4 years after the Merger Closing Date:

- a. The line sharing provisions of Paragraphs ~~3033~~ and ~~3134~~;
- b. The Advanced Services OSS discount provisions of Paragraph ~~3235~~;
- c. The SBC/Ameritech retail operations within the incumbent LEC shall use the OSS made available pursuant to Condition III ~~EDI interface discussed in Paragraph 16, above~~, for processing a substantial majority at least eighty percent of Advanced Services orders;
- d. SBC/Ameritech retail operations within the incumbent LEC shall only use those OSS for the provisioning of Advanced Services that are available to non-affiliated CLECs;
- e. The loop pre-qualification information provisions of Paragraphs 19, 20, and 21, ~~21, 22, 23, and 24~~;
- f. ~~The incumbent LEC shall provide unaffiliated CLECs with the same OI&M services at the customer premises that it provides for its own retail operations with respect to the offering of Advanced Services; and~~
- fg. ~~The incumbent LEC shall be required to provide enhanced OSS interfaces for provisioning Advanced Services as discussed in Paragraph 16, above.~~

## VIII. Shared Transport

~~41. No later than the Merger Closing Date, and until such time, if any, that the Commission enters a final and non-appealable order finding that either local switching or transport is not a UNE nationally or in specific geographic areas, SBC/Ameritech shall, in the Ameritech States, file tariffs, and/or offered amendments containing standard terms and conditions for inclusion in interconnection agreements under 47 U.S.C. § 252, to make available, subject to State Commission Approval, the function of~~ 37. No later than the Merger Closing Date, SBC/Ameritech shall provide shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)) as an unbundled network element at usage (1997), sensitive (minutes of use) rates that are based on forward-looking, economic costs for use in providing telephone exchange and/or exchange

access service. SBC/Ameritech shall provide such shared transport in conjunction with unbundled local switching, on an interim basis as follows: for traffic that is originated and terminated to a purchasing carrier's end user subscriber to be routed in the same manner as SBC/Ameritech's own traffic without the payment of interstate interexchange access charges. SBC/Ameritech shall develop OSS to order shared transport by the Merger Closing Date.

a. SBC/Ameritech shall not require use of dedicated transport or customized routing to complete all calls using local switching and shared transport. SBC/Ameritech shall ~~make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.~~ SBC/Ameritech shall withdraw with prejudice Ameritech's proposal for the Commission to establish a separate transit service rate to be charged in conjunction with shared transport (as described in Ameritech's March 25, 1999, ex parte filing in CC Docket No. 96-98).

b. ~~Where an end user customer served by a CLEC using SBC/Ameritech's shared transport facilities makes or receives an intraLATA or interLATA call carried by an interexchange carrier, SBC/Ameritech shall collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, SBC/Ameritech shall then make payment to (or receive payment from) the CLEC based on the difference between the access charges and the applicable charges for the UNEs used by the CLEC to provide the access service.~~

c. ~~SBC/Ameritech may charge a CLEC using SBC/Ameritech's local switching and shared transport facilities to originate traffic for the CLEC's usage of local switching and a usage-sensitive shared transport rate. The shared transport rate shall be based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating SBC/Ameritech end office or transiting and applicable termination charges for traffic to a non-SBC/Ameritech end office. SBC/Ameritech shall not charge a CLEC using SBC/Ameritech's local switching for usage at the terminating switch to which the CLEC's traffic is delivered by shared transport facilities. SBC/Ameritech shall not be required to create message records for terminating usage under these Conditions.~~

d. ~~SBC/Ameritech shall offer to include in its approved interconnection agreements for the Ameritech States a retroactive true-up provision that would become effective upon a state commission's final and unappealable decision modifying either SBC/Ameritech's proposed access charge settlement methodology or SBC/Ameritech's proposed shared transport rate.~~

42. ~~Within one year of the Merger Closing Date (but subject to state commission approval and future FCC orders regarding the obligation to provide unbundled local switching and shared transport), SBC/Ameritech shall offer shared transport in the Ameritech States under terms and conditions, other than rate structure and price, that are substantially similar to the most favorable terms SBC/Ameritech offers to CLECs in Texas as of July 1, 1999. Any interested party may request the Commission to institute a proceeding, pursuant to its Accelerated Docket, 47 C.F.R. § 1.730, to determine whether SBC/Ameritech is violating its obligation to provide shared transport. SBC/Ameritech shall support the use of such procedures. If SBC/Ameritech is found by the Commission to have violated its obligation to provide shared~~

transport, SBC/Ameritech agree to pay \$100,000 per each business day for which it was in violation of its obligation. The penalty shall be paid to the Commission and, to the extent these penalties exceed any statutory limit on the Commission's authority to impose any such penalty or fine, SBC/Ameritech hereby waive their rights to contest the amount of such penalties.

## **IX. Offering of UNEs**

4338. SBC/Ameritech shall ~~continue to provide UNEs in each SBC State in accordance with the commitments made in the letter from Dale (Zeke) Robertson and Sandy Kinney of SBC to Lawrence E. Strickling, dated February 9, 1999. SBC/Ameritech shall continue to provide UNEs in each Ameritech State~~ provide each of the UNEs defined in the Commission's Local Competition Order and Third Order on Reconsideration in each SBC/Ameritech State. All such UNEs shall be available both individually and combined, at rates determined using the Commission's TELRIC methodology, for use ~~accordance with the commitments made in the letter from Barry K. Allen, of Ameritech, to Mr. Strickling, dated February 11, 1999. See Attachment D.~~ This in providing any telecommunication service, including exchange service, exchange access service and interexchange service. This Section IX shall cease to be effective, with respect to a particular network element, at such time as the Commission or a court has issued a final order (including all rehearings and appeals) on remand from AT&T Corp. v. Iowa Utilities Board, 119 S. Ct. 721 (1999), regarding the provisioning ("UNE Remand Proceeding") regarding the availability of that element as an UNE. SBC/Ameritech shall have no obligation under this Section to unbundle any network element with respect to which a final Commission Order or binding and non-appealable ~~appealable~~ judicial decision addresses whether unbundling should be required pursuant to 47 U.S.C. § 251, but does not require such unbundling.

39. SBC/Ameritech shall indemnify any CLEC against infringement claims by vendors based on the CLEC's use of Applicant's UNEs covered by this condition IX (including UNEs that must be made available pursuant to an order in the UNE Remand Proceeding) individually or in combination, in the same way that SBC/Ameritech uses the underlying facilities

## **X. Compliance with Commission Pricing Rules**

40. SBC/Ameritech shall comply with the Commission's pricing rules and shall price all network elements, whether provided individually or in combination, at rates determined using the Commission's TELRIC pricing methodology adopted in the First Report and Order in CC Docket No. 96-68.

~~44. If the Chief of the Common Carrier Bureau provides SBC/Ameritech written notice of concerns regarding~~41. Any interested party shall be permitted to request the Commission to resolve disputes about SBC/Ameritech's compliance with the Commission's pricing rules for UNEs including all recurring and non-recurring changes, Rules on pricing or with this Condition. If a party requests the Commission to decide such a dispute under its Accelerated Docket, 47 C.F.R. § 1.730, SBC/Ameritech shall ~~provide the Bureau, within 30 days, documentation addressing the concerns. If the Chief of the Bureau subsequently provides SBC/Ameritech written notice that previously noticed concerns have not been resolved,~~

~~SBC/Ameritech shall present the Bureau's unresolved concerns to the appropriate state commission(s) and take all necessary steps to comply with the Commission's pricing rules in effect at that time including but not limited to filing of new or existing tariffs. This Section does not impose on SBC/Ameritech any pricing requirements that the Commission does not impose on all incumbent LECs. support the use of these expedited procedures to resolve any such disputes. Ameritech/SBC shall negotiate with CLECs new or amended interconnection agreements that reflect the Commission's resolution, for approval by state commission's in the first instance.~~

## ~~XI. Additional UNE and Resale Obligations~~~~XI. Carrier-to-Carrier Promotions~~

~~45. As an additional incentive for residential telephone exchange service competition in its local service territories, SBC/Ameritech shall offer the carrier-to-carrier promotions described below in the SBC/Ameritech States. SBC/Ameritech shall implement the requirements of Section XI by providing all CLECs certificated and operating in the relevant states a written offer to amend each CLEC's interconnection agreement to incorporate the applicable carrier-to-carrier promotions. SBC/Ameritech shall establish necessary internal controls and procedures to ensure that SBC/Ameritech's wholesale business units are responsive to CLECs' requests for carrier-to-carrier promotions.~~

~~46. Promotional Discounts on Unbundled Local Loops. For an Offering Window period in the SBC and Ameritech States, SBC/Ameritech shall offer promotional discounted prices on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers, ordered after the Merger Closing Date.~~

~~a. The Offering Window period for each SBC and Ameritech State shall begin 30 days after the Merger Closing Date and end at the latest of the following: (i) 2 years after commencement of the Offering Window period; (ii) the first date on which SBC/Ameritech is authorized to provide in-region, interLATA services in the relevant State; or (iii) the first date on which SBC/Ameritech provides facilities-based telephone exchange service to at least one customer in each of 15 out-of-region markets pursuant to Paragraph 58 of these Conditions. During the Offering Window, SBC/Ameritech shall respond to all carrier inquiries regarding the promotional discounted prices within 10 business days.~~

~~b. SBC/Ameritech shall be under no obligation to provide an unbundled local loop at a promotional discounted price unless the loop is ordered during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. Unbundled loops ordered or in service prior to the start of the Offering Window, or ordered after the end of the Offering Window, shall not be eligible for a promotional discounted price.~~

~~c. SBC/Ameritech shall be under no obligation to provide an unbundled local loop at a promotional discounted price ordered before the merger closed or outside the Promotional Period. For the purposes of this Section, the Promotional Period shall be a period of 3 years from the date a qualifying unbundled local loop is installed and operational, or the period during which the loop remains in service at the same location and for the same carrier, whichever is shorter.~~

d. ~~The promotional discounted prices offered by SBC/Ameritech for unbundled local loops used in the provision of residential telephone exchange service shall be, on average, 25 percent below the lowest applicable monthly recurring price established for the same loop by the relevant state commission pursuant to 47 U.S.C. § 252 as of July 1, 1999. This average discount shall be determined across all geographic areas in all the SBC/Ameritech States, and shall be calculated by assuming that the number of unbundled loops to be provided in each state or geographic area shall be proportionate to the number of residential access lines in that state or geographic area. The specific promotional price, if any, to be offered in a particular geographic area shall be determined by SBC/Ameritech at its sole discretion, consistent with the provisions of this sub-paragraph. The promotional prices established by SBC/Ameritech shall, when considered as a whole, offer larger discounts where the otherwise applicable price established by the relevant state commission is higher, and lesser discounts where the otherwise applicable price established by the relevant state commission is lower.~~

e. ~~Carriers requesting unbundled local loops at a promotional discounted price shall agree to abide by the following conditions: (i) the loop shall be used to provide residential telephone exchange service and shall not be used to provide any Advanced Services as defined in Section VII; (ii) the loop shall not be purchased or used as part of a combination with SBC/Ameritech's local switching or the functions and features associated with that switching; and (iii) the loop shall be used in accordance with any other binding conditions imposed under applicable agreements, judicial or administrative decisions, or governing law. Carriers that obtain unbundled local loops at the promotional discounted prices shall, on a quarterly basis, certify to SBC/Ameritech and the appropriate state commission that they are using all unbundled local loops provided at a promotional discounted price in accordance with these conditions. SBC/Ameritech shall have the right to hire, at its own expense, an independent third-party auditor to perform all necessary audits and inspections needed to assure that unbundled local loops provided at a promotional discounted price are used in accordance with conditions (i) and (ii), above. Carriers that obtain unbundled local loops at a promotional discounted price shall agree to cooperate in the performance of such audits and inspections. Audit information will be restricted to SBC/Ameritech regulatory, legal, and/or wholesale personnel, and SBC/Ameritech will prohibit those personnel from disclosing audit-related information to SBC/Ameritech retail/marketing personnel.~~

f. ~~Any carrier found by the Commission or the appropriate state commission to have violated condition (i) or (ii) of subparagraph e above, shall be ineligible to receive the promotional discounted price on any unbundled local loop for which either condition is violated. In addition, any such carrier shall be ineligible to receive the promotional discounted price on unbundled local loops ordered or installed after the date of such a finding by a state commission.~~

g. ~~The maximum number of unbundled local loops that SBC/Ameritech shall be required to provide at a promotional discounted price shall be: Illinois 180,000; Indiana 62,000; Michigan 152,000; Ohio 120,000; Wisconsin 64,000; California 479,000; Nevada 10,000; Connecticut 68,000; Arkansas 30,000; Kansas 41,000; Missouri 76,000; Oklahoma 51,000; Texas 275,000. Unbundled local loops installed and made operational at the promotional discounted price after the Merger Closing Date shall be counted toward the~~



~~maximum number, whether or not they remain in service. The relevant state commission may allocate the maximum number of unbundled local loops eligible for a promotional discounted price in that state between two or more geographic areas within the state.~~

427. Promotional Resale Discounts. For the Offering Window period defined in Paragraph 4449, SBC/Ameritech shall offer promotional resale discounts on telecommunications services that SBC/Ameritech provides at retail to subscribers who are not telecommunications carriers, ~~where such services are resold to residential end user customers.~~ The terms “telecommunications service” and “telecommunications carrier” shall have the same meaning as in 47 U.S.C § 251(c)(4).

a. SBC/Ameritech shall be under no obligation to provide a service for resale at a promotional resale discount unless the service is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window for the particular state. Resold services ordered or in service prior to the Offering Window, or placed in service more than 30 days after the end of the Offering Window, shall not be eligible for a promotional resale discount.

b. SBC/Ameritech shall be under no obligation to provide a service for resale at a promotional resale discount outside the Promotional Period. For the purposes of this subparagraph, the Promotional Period shall be a period of 3 years from the date a qualifying resold service is installed and operational, ~~or the period during which the resold service remains in service at the same location and for the same carrier, whichever is shorter.~~ operational.

c. The promotional resale discount rate for services resold to residential customers shall be 32 percent off of the retail rate until ~~the latest of:~~ (i) 2 years after commencement of the Offering Window period; (ii) ~~the first date on which SBC/Ameritech is authorized to provide in-region, inter-LATA services in the relevant State; or (iii) the first date on which SBC/Ameritech provides facilities-based telephone exchange service to at least one customer in each of 15 out-of-region markets pursuant to Section XXII of these Conditions.~~ period. Thereafter, the promotional resale discount rate for service resold to residential customers shall be 1.1 times the standard wholesale discount rate established for the service by the relevant state commission pursuant to 47 U.S.C. § 252(d)(3), (e.g., if the standard wholesale discount rate in a State is 20%, then the promotional resale discount rate would be 22%). Upon the termination of the initial 32% promotional resale discount rate, this discount rate shall apply automatically to all services eligible for a promotional resale discount, including those services that initially were provided under the 32 percent promotional resale discount.

483. Promotional End-to-End UNE Combinations. For the Offering Window period defined in Paragraph 4449, SBC/Ameritech shall offer promotional, end-to-end combinations of UNEs (the “promotional UNE platform”) ~~to provide CLECs with residential POTS service and residential Basic Rate Interface ISDN platform”).~~ The promotional UNE platform is a combination of all network elements available by FCC Rule ~~service.~~ 51.319, as in effect on January 24, 1999. SBC/Ameritech shall be obligated to provide the promotional UNE platform under the terms stated herein regardless of any order issued in the Commission’s UNE Remand Proceeding.

a. SBC/Ameritech shall be under no obligation to provide the promotional UNE platform unless the promotional UNE platform is ordered after the Merger Closing Date and during the Offering Window with a requested installation date of no later than 30 days after the close of the Offering Window. SBC/Ameritech shall not be obligated under the terms of those conditions to provide UNE platforms that are ordered before or after the Offering Window.

b. SBC/Ameritech shall be under no obligation to provide the promotional UNE platform outside the Promotional Period. For the purposes of this sub-paragraph, the Promotional Period shall be a period of 3 years from the date a promotional UNE platform is installed and operational, ~~or the period during operational, which the promotional UNE platform remains in service at the same location and for the same carrier, whichever is shorter.~~

~~c. The price for the promotional UNE platform shall be negotiated or established by the appropriate state commission in accordance with the pricing rules that apply to UNEs pursuant to 47 U.S.C. § 252(d)(1). The promotional UNE platform shall not be available in combination with unbundled loops obtained under any other promotion, including the Promotional Discounts on unbundled local loops described in Paragraph 44.~~

~~d. Carriers requesting the promotional UNE platform shall agree to abide by the following conditions: (i) the network elements shall be used to provide residential local telephone exchange service; and (ii) the network elements shall be used in accordance with any other binding conditions imposed under applicable agreements, judicial or administrative decisions, or governing law. Carriers that obtain the promotional UNE platform shall, on a quarterly basis, certify to SBC/Ameritech and the appropriate state commission that they are using these network elements in accordance with the above conditions. SBC/Ameritech shall have the right to hire, at its own expense, an independent third party auditor to perform all necessary audits and inspections needed to assure that network elements provided as part of the promotional UNE platform are used to provide residential telephone exchange service. Carriers that obtain the promotional UNE platform shall agree to cooperate in the performance of such audits and inspections. Audit information will be restricted to SBC/Ameritech regulatory, legal, and/or wholesale personnel, and SBC/Ameritech will prohibit those personnel from disclosing audit-related information to SBC/Ameritech retail/marketing personnel.~~

~~e. Any carrier found by the FCC or appropriate state commission to have violated condition (i) of sub-paragraph d above, shall be ineligible to order or receive the promotional UNE platform after the date of such a finding by a state commission.~~

449. The Offering Window for both the Promotional Resale Discounts and the Promotional End-to-End UNE Combinations in each state shall begin 30 days after the Merger Closing Date and end for that State ~~at the earlier of the following: (i) 3 years after commencement of the Offering Window period; or (ii) the period~~ month following the date when the sum of resold lines in service at the Promotional Resale Discounts plus the quantity of Promotional End-to-End UNE Combinations in service reaches the maximum allowable quantity by State set forth below for each state. Specifically, the Promotional Resale Discounts and Promotional Offering of UNE Combinations will both end when the sum total number of in

~~service lines in the state receiving either of these two promotions exceeds the following number: Illinois 302,000; Indiana 104,000; Michigan 252,000; Ohio 200,000; Wisconsin 102,000; California 799,000; Nevada 17,000; Connecticut 114,000; Arkansas 49,000; Kansas 68,000; Missouri 127,000; Oklahoma 84,000; and Texas 458,000. In order to provide CLECs with advance planning information, SBC/Ameritech shall provide notice to CLECs when 50 percent and 80 percent of these termination numbers are reached in each of the SBC/Ameritech states. If the Offering Window in a State ends for the Resale and UNE Combinations promotions in a state because the termination numbers listed in this paragraph have been exceeded, SBC/Ameritech shall file notice with the Secretary of the Commission, the relevant state commission and the CLECs operating in that state, within 3 business days after terminating the availability of promotional resale discounts and promotional end-to-end UNE combinations in the State.~~